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### **Links to Resources**

From time to time and for your convenience only, the Website may contain links to other websites that are entirely independent of Metrolinx and the Website and are otherwise owned and operated by independent bodies. If you decide to visit such websites, you do so at your own risk. Metrolinx does not guarantee the accuracy of information contained in such websites and Metrolinx expressly disclaims, expressly and impliedly, any responsibility or liability for the accuracy, relevance, copyright, compliance, legality, decency or suitability of any material, products, services or information found on any linked website. The use of such links on the Website does not constitute in any manner a reflection on, affiliation with, or endorsement by Metrolinx of any such website or entity or its respective information, products or services.

### **Use of Forums, Polls, Bulletin Boards and Other On-Line Communication Media**

To facilitate public discussion and obtain relevant feedback in respect of the work undertaken by Metrolinx, the Website may contain bulletin boards, chat rooms, or other message or communication facilities (individually a "Forum" and collectively "Forums") for use by the general public. If you elect to use such Forums you agree to use them only to send and receive messages and material that shall not, in any manner or to any extent, do any of the following:

- Post, transmit, link to or otherwise distribute any materials, information, or content constituting, advocating or encouraging conduct that would constitute any criminal or quasi-criminal offence, or commit or cause the commission of any criminal or quasi-criminal offence or other tortuous conduct that could give rise to civil liability;
- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- publish, post, distribute or disseminate any defamatory, infringing, obscene, indecent or unlawful material or information;
- infringe, contravene, breach or otherwise interfere with or harm the rights of any other person, including without limitation any contractual, personality, confidentiality, privacy, moral, statutory, common law or intellectual property;
- impersonate any person or entity, including, but not limited to, a Metrolinx officer, director, employee, official, forum leader, guide or host, or falsely state or otherwise misrepresent your affiliation with a person or entity;

- interfere with, manipulate, alter, amend or in anyway affect the Content of the Website as posted by Metrolinx and/or other users of the Forums, including without limitation forging headers or otherwise manipulating identifiers in order to disguise the origin of any Content transmitted to the Website
- upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer;
- advertise or offer to sell any goods or services, or conduct or forward any surveys, contests, or chain letters;,,
- download any file posted by another user of a Forum that you know, or reasonably should know, cannot be legally distributed in such manner;
- interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of any networks connected to the Website;
- interfere with, disrupt, override or circumvent any usage rules or security components imbedded into the Website; and
- intentionally or unintentionally violate any applicable local, state, national or international law

In communicating with Metrolinx and/or registering for use of the Website and Forums, you agree to provide information about yourself that is true, accurate, current and complete, and to keep such information true, accurate, current and complete. You may receive a password and account designation upon completing the Forums' registration process or otherwise advising us of your intention to join the Website and Forums. You are responsible for maintaining the confidentiality of your password and account designation and are fully responsible for all activities that occur under your password or account. In this regard you agree to immediately notify Metrolinx of any unauthorized use of your password or account designation or any other breach of security. You will also ensure that you exit from the Website and any Forum at the end of each session.

The Forums and all postings located thereupon or otherwise on the Website are public and not private communications and may not be monitored, screened, sanctioned or endorsed by Metrolinx. You understand that all information, data, text, software, music, sound, photographs, graphics, video, messages, tags or other material (collectively referred to as the "User Content") are the sole responsibility of the person from whom such User Content originated. You must evaluate and bear all risks associated with the use of any Content and/or User Content, including any reliance on the accuracy, completeness, or usefulness of such Content and/or User Content. Metrolinx reserves the right for any reason to remove at any time without notice any User Content. Metrolinx reserves the right to deny, in its sole and absolute discretion, any user access to the Website or any portion thereof without notice to you.

By participating in the Forums or otherwise submitting any materials to Metrolinx through the Website or otherwise, save and except for any personal information we may collect from you, you automatically grant (or warrant that the owner of such materials expressly grants) Metrolinx a world-wide, perpetual, royalty-free, irrevocable and non-exclusive right and license to use, copy, adapt, transmit, communicate, publicly display and perform, distribute and create compilations and derivative works from such

submitted materials. Any ideas, suggestions or other material that you submit to Metrolinx shall become the property of Metrolinx. By submitting an idea or suggestion to Metrolinx, you are waiving any and all rights that you may have in the idea or suggestion, and Metrolinx shall be entitled to use the idea or suggestion as it so desires, as provided or as modified by Metrolinx, without any obligation to compensate you or others for the materials. In addition, you warrant that all "moral rights" in such materials have been waived.

## **Privacy**

Metrolinx values and respects your privacy, and is committed to protecting your personal information by keeping it confidential and secure. Metrolinx's collection and retention of your personal information is governed by the terms of the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, and other relevant legislation.

In general, you may visit our Website without telling us who you are or revealing any personal information about yourself. If you choose to direct an inquiry to Metrolinx, submit a comment or suggestion, or enter a contest, we will ask you to provide your name, phone number, mailing address, and email address for the purposes of responding to your inquiry, comment or suggestion, or contest submission.

The Forums created and maintained from time to time by Metrolinx have been established to further the public participatory process in the work to be completed by Metrolinx. In respect of your registration and participation in the Forums, we will ask you to provide your name, mailing address, email address and telephone numbers. The purpose of our collection of such information is to facilitate your user access to the Forums, as well as to maintain a transparent process to the consultation process. By providing us with your personal information in this respect, you authorize and consent to its collection and use by us as set out in these terms and conditions. Your personal information will only be used by authorized parties to fulfill the purpose for which it was originally collected, or for a use consistent with that purpose.

In order to provide a transparent consultation process, however, after you register any comments that you wish to post on the Forums will be identified as generated by you, and where applicable, the name of your organization will also be identified and associated with your comment(s). Other personal information consisting of your mailing address, email address and telephone numbers will not be posted on the Forums or on any other portion of the Website. This information will only be used where necessary to help Metrolinx staff identify you and assist Metrolinx in providing you with such additional information that you may request from us. Metrolinx may also use such information to contact you regarding any comments you may make.

Metrolinx does not and will not disclose your personal information to other public bodies or individuals except as authorized by you or the relevant legislation. If you prefer not to use our Website to submit an inquiry, comment or suggestion, you can contact us <http://www.metrolinx.com/en/contactStaff.aspx>

Some portions of the Website use cookies. A cookie is a unit of data that a website sends to your browser. Cookies are typically used to make it more convenient for users to navigate through websites. They are stored on your hard drive and can recognize you when you return to our Website. Many browsers may be set to notify you when you receive a cookie. In addition, the servers on which the Forums are hosted automatically receive and record information from your internet browser, including your IP address, which information is stored on the server logs.

At times our Website may request information from you via surveys. Participation in such surveys is completely voluntary. At the time we conduct the survey, we will let you know how we intend to use the information collected. If you choose not to participate in surveys, you will still be able to use our Website.

Notwithstanding the foregoing, as the internet is not a secure medium, the privacy of your communications cannot be guaranteed. The nature of internet communications means that your use of the Website and communications to Metrolinx, either through the Forums or otherwise, may be susceptible to data corruption, unauthorized access, interception and delays.

If you visit other websites that may be linked, from time to time, to this Website, please note that they are not governed by this privacy policy.

If you have questions about the manner in which we collect your personal information, you may contact Kim Lambert, Director, Corporate Affairs, 20 Bay Street, Suite 901, Toronto, Ontario M5J 2N8, (416) 874-5900.

## **Contests**

Metrolinx may occasionally run contests that offer prizes and that will require you to provide us with your personal information. You must read and agree to all the terms, conditions and rules that apply to that contest before entering it. By entering such contests from time to time, you acknowledge that you have read such rules as may apply, and agree to be bound by them.

## **Disclaimer and Exclusion of Liability**

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### **Applicable Law**

Your use of this Website and these terms and conditions shall be governed and interpreted in accordance with the laws of the Province of Ontario. You acknowledge that you have full legal capacity to use this Website and the Forums in accordance with the foregoing. By using this Website, you acknowledge and agree to submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in this respect. If you use the Website from another jurisdiction, you are responsible for compliance with any and all applicable local laws. Metrolinx does not represent that the materials contained within the Website and any of its Content are appropriate or otherwise available for customers outside the Province of Ontario.